



1801 K Street, NW, Suite 1000  
Washington, DC 20006  
Tel. +1 202 719 5000

March 27, 2013

GS-11B-12574 – Exhibit M

Re: Request for Lease Proposal No. 1VA2069 ("RLP")  
General Services Administration  
Broker Commission Agreement

This letter, when signed by authorized representatives of both HEADQUARTERS 2, LLC (Lessor) and Jones Lang LaSalle Americas, Inc. (Broker), will represent the Commission Agreement ("Agreement") between Lessor and Broker with respect to Broker's representation of the United States of America, acting by and through the General Services Administration ("Tenant"), concerning Tenant's lease of office space in the building located at 14501 GEORGE CARTER WAY, CHANTILLY, VA 20151 ("Property") pursuant to the above-referenced RLP.

In the event that a lease agreement ("Lease") is awarded to Lessor by Tenant for space in the above referenced Property, Lessor agrees to pay Broker a commission ("Commission") to be calculated and paid in accordance with the terms of this Agreement. The Commission shall be equal to 4% of the "Aggregate Lease Value" (as defined below) for the initial non-cancelable term of this Lease. The Commission shall be earned upon lease execution and is payable without further condition or contingency as follows: (i) one-half (1/2) of the commission owed Broker when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant on the Leased Premises for the initial non-cancelable term of the Lease. Term and application of broker commission credit ("Commission Credit") are defined in RLP No. 1VA2069. The Aggregate Lease Value shall include:

- (i) the initial full service rental to be paid by Tenant on all space leased by Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance, and
- (ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value shall not include:

- (i) any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit (as defined below),

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- (ii) any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term, and
- (iii) any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease.

In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant Improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment.

Lessor and Broker expressly recognize and agree that a portion of the Commission (the "Commission Credit"), to be specified at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to shell rent as required in the RLP. The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the Leased Premises in the Property, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.

Lessor and Broker agree not to disclose confidential financial information on Commission and/or Commission Credits, or any other information having an adverse effect on the Agreement and will refrain from using the information for any other purpose than that for which it was furnished.

Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any Commission actually received by Broker under this Agreement

This Agreement contains the entire agreement between the parties with respect to the payment of a Commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect.

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This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party's performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

GSA Authorized Representative  
Jones Lang LaSalle Americas, Inc.

AGREED AND ACCEPTED:

By: (b) (6) Date: 4/3/13

Name: BRUCE L. ENGER

Title: TREASURER

BROKER:

JONES LANG LASALLE AMERICAS, INC.

(b) (6)

By:

Name: Steven Todd Ranck

Title: Managing Director

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Lessor

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